

SOLICITATION/CONTRACT				REQUISITION NUMBER N66604-3027-1AE5		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING A7		PAGE 1 OF 40			
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 040480, HALLRL				4. SOLICITATION NUMBER N66604-04-R-0480		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		6. SOLICITATION ISSUE DATE 10 NOV 2003					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5913, Simonpietri Drive Newport, RI 02841-1708		8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS		LABOR SURPLUS AREA CONCERNS COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS OTHER:					
HALLRL@npt.nuwc.navy.mil richard.l.hall1@navy.mil		NO COLLECT CALLS		(401) 832 1522		NAICS CODE 334511		SIZE STANDARD 750 employees					
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND <u>2</u> COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 5 JAN 2004 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.													
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input checked="" type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES TR-302 Transducer Production													
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____							
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						14. PAYMENT WILL BE MADE BY _____ CODE _____							
TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						PAS# _____ SCD _____ SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14							
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <div style="display: flex; justify-content: space-around;"> 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/> </div>							
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT		21. UNIT PRICE		22. AMOUNT	
		(SEE PAGE 2)											
DIST:													
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)			
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.													
26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <div style="text-align: center;">ALL ITEMS</div>													
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
NAME AND TITLE OF SIGNER (TYPE OR PRINT)				DATE SIGNED		NAME OF CONTRACTING OFFICER Richard L. Hall				DATE SIGNED			

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO: **Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 591, Simonpietri Drive
Newport, RI 02841-1708**

SOLICITATION NO. N66604-04-R-0480
DATE AND LOCAL TIME 01/05/2004 at 2:00 P.M.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**B20 SUPPLIES/SERVICES AND PRICES - IDIQ FFP (NOV 2001)**

The Items below constitute an Indefinite Delivery-Requirements contract with Firm Fixed Price terms. The contractor shall deliver items ordered by an authorized Ordering Officer, priced according to the following schedule:

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0001	First Article Transducers, TR-302 per SOW paragraphs 3.3.1 and 3.7				
0001AA	Transducers (may not be re-delivered as production items)	1-3	EA	\$ _____	\$ _____
0001AB	Delivery Incentive	5	MO	<u>\$20,000.00</u>	<u>\$100,000.00</u>
0002	Data for First Articles, per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423, except ELINs A015 and A016	1	LO	NSP	NSP
0003	Drawings, per ELIN A015 and SOW paragraph 3.4.3.1	1	LO	\$ _____	\$ _____
0004	Transducer Repair Standard, per ELIN A016 and SOW paragraph 3.10.1	1		\$ _____	\$ _____
0005	Non-Commercial parts	TBD			
0008	Data for production items, per Exhibit A, ELINs A002, A004 through A008, A011 through A014, and A020	1	LO	NSP	NSP

* The following CLINs are all for production of TR-302 () Transducers. The estimated total quantity to be ordered is 200 units. The production years begin with the acceptance of the First Articles or, if FAT is waived, the contract effective date. Items may also be ordered under CLINs 0010, 0011, and 0012 prior to First Article Acceptance.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>Amount</u>
0010	First production year, quantity between	1-10	EA	\$ _____	
0011	First production year, quantity between	11-25	EA	\$ _____	
0012	First production year, quantity between	26-50	EA	\$ _____	
0019	Delivery Incentive	5	MO	<u>\$10,000.00</u>	<u>\$50,000.00</u>
0020	Second production year, quantity between	1-10	EA	\$ _____	
0021	Second production year, quantity between	11-25	EA	\$ _____	
0022	Second production year, quantity between	26-50	EA	\$ _____	
0030	Third production year, quantity between	1-10	EA	\$ _____	
0031	Third production year, quantity between	11-25	EA	\$ _____	
0032	Third production year, quantity between	26-50	EA	\$ _____	
0040	Fourth production year, quantity between	1-10	EA	\$ _____	
0041	Fourth production year, quantity between	11-25	EA	\$ _____	
0042	Fourth production year, quantity between	26-50	EA	\$ _____	
0050	Fifth production year, quantity between	1-10	EA	\$ _____	
0051	Fifth production year, quantity between	11-25	EA	\$ _____	
0052	Fifth production year, quantity between	26-50	EA	\$ _____	

Offerors shall complete the unit price and amount blocks.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT**C10 SPECIFICATIONS, AMENDMENTS OR REVISIONS APPLICABLE**

SUPPLIES to be furnished under the contract shall comply with the following Descriptions or Specifications:

<u>ITEM</u>	<u>DESCRIPTION/SPECIFICATION</u>	<u>DATE</u>
All	Critical Item Product Functional Specification for TR 302 () #53711-7335231	1 JUL 03

C15 INTERCHANGEABILITY OF PARTS IS REQUIRED

The supplies shall be guaranteed to be equal in all respects, including performance, interchangeability, durability and quality, to parts specified.

C24 SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C32 FIRST ARTICLE AS MANUFACTURING STANDARD

Each first article approved under this contract shall serve as the manufacturing standard for the corresponding production items delivered hereunder.

C50 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs, which may be assigned and which are not already in possession of the Contractor.

C53 ITEM(S) ALL NON-DATA ITEMS - PRODUCTION PROGRESS REPORT (NAVSEA) (SEP 1992)

The Contractor shall prepare the DD Form 375 and DD Form 375c, Production Progress Report, in accordance with the instructions contained on the back of the DD Form 375. Reports shall reflect the status of Item(s) All non-data items.

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING**D11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)**

For non-production, CLIN 0001:

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*

ORDER NUMBER: *(from DD Form 1155 Block 2)*

REQUISITION NUMBER: *(from DD Form 1155 Block 4)*

MARK FOR:	<u>Ron Rego</u>	<u>2131</u>	<u>(401) 832 6447</u>
	Name	Code	Telephone No.

For production CLINs 0005 and 0010 through 0052:

Preservation, packaging, packing, and marking shall be in accordance with MIL-STD-129N and marked in accordance with NAVSEA Drawing (53711-7335211), and MIL-STD-130K. The shipping containers shall meet the rough handling test requirements of MIL-STD-2073-1D. The units shall be cushioned to prevent movement and damage. Each Transducer and associated shipping container shall be marked with:

Unit nomenclature,
 "M/F 2F COG STOCK
 'A' CONDITION",
 Contract number,
 Factory acceptance date,
 Serial number,
 Manufacturer's CAGE code,
 National Stock Number (TBD)

The Transducer shipping container shall contain test data card, a certificate of conformance and shall have shipping weight marked.

D20 DELIVERY OF DATA (SEP 2001)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
 Contract, Order, and ELIN Numbers
 Report Title
 Date of Report
 Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D50 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and

drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

D51 WARRANTY NOTIFICATION FOR ITEM(S) 0010 -0052 -- (NAVSEA) (NOV 1996)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N66604-04-D-0480 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR THREE YEARS FROM DATE OF ACCEPTANCE, AND ONE YEAR FROM DATE OF INSTALLATION. IF ITEM IS DEFECTIVE, NOTIFY NUWC DIV NEWPORT CODES 2131 and 5913.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(DEC 1991)

E10 INSPECTION AND ACCEPTANCE AT DESTINATION - (HARDWARE)

CLINS 0001 AND, IF SPECIFIED, 0005

(a) Inspection and acceptance of the furnished supplies shall be made at destination by the receiving activity designated in clause F18.

(b) The receiving activity shall execute acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall forward one executed copy of the final DD Form 250 to: the contract administration office cited in block 12 of the contract award page (SF 1447), with 1 copy to the Procuring Contracting Officer cited in clause G10 and 1 copy to the contractor.

E11 INSPECTION AND ACCEPTANCE AT ORIGIN (HARDWARE) (AUG 1999)

CLINS 0010 THROUGH 0052 AND, IF SPECIFIED, 0005

(a) Inspection and acceptance of the supplies to be furnished hereunder shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: _____ (as designated in K15-6, "Place of Performance").

- (1) CLINS/SCLINS: 0010 through 0052 and, if specified, 0005
- (2) Period of advance Notice: 15 working days
- (3) Method of advance Notice: In writing or email

(c) If the contract also provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

E15 WITNESS OF INSPECTION OR TESTS

Because of the critical nature of the material being furnished hereunder, a representative of the Naval Undersea Warfare Center Division, Newport is available to furnish technical assistance on quality control matters and shall have the option of conducting Quality Assurance surveillance of inspections and tests performed by the Contractor. The surveillance will be performed in conjunction with the Defense Contract Management Agency (DCMA) Quality

Assurance representative, if assigned, and does not abrogate the responsibility or authority of such DCMA representative. The Contractor agrees to notify NUWC Code 2131 R Rego, in writing, when the material will be inspected and/or tested. A minimum of seven working days is required to arrange such a visit.

52.246-11 -- HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
Quality Management Systems- Requirement	ASQ-Q9001-2000	2000 DEC 13	None

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.247-29	F.O.B. ORIGIN	(JUN 1988)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F10 DELIVERY AT ORIGIN – GBL CLINS 0010-0052 AND, IF SPECIFIED, 0005

(a) The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Origin (FAR 52.247-29), free of expense to the Government, F.O.B. carriers equipment, wharf, or freight station located at or near *

for shipment at Government expense, except as provided in FAR 52.247-29(c) to the following destination:

0005 Per individual orders

0010>0052	NAVSEA Detachment, Consolidated Stock Point	DODAAC: N60138
	Attn: Material Representative (East)	Voice: 757-887-7113
	Cheatham Annex, Building 13	Fax: 757-877-7211
	108 Sanda Drive	
	Williamsburg, VA 23185-8792	

(b) The mode of transportation, type of vehicle and exact place of delivery at or near F.O.B. origin point named above shall be specified by the Government at the time of shipment.

Government TAC N128 applies for shipments.

* Offeror shall fill in location.

F11-8A TIME OF DELIVERY (FAR 52.211-8) (JUN 1997) - ALT I (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

CLIN 0001: The target date is twelve months after the contract effective date. The required delivery date is seventeen months after contract effective date. See clause HX 100

CLIN 0005: Delivery dates for spares items will be negotiated for each delivery order.

CLINs 0010 (First order only):

Target delivery date is 10 months after order or after approval of first articles, whichever is later.

CLINs 0011 (First order only):

Target delivery date is 12 months after order or after approval of first articles, whichever is later.

CLINs 0012 (First order only):

Target delivery date is 14 months after order or after approval of first articles, whichever is later.

CLINs 0010/0011/0012 (First order only):

Required delivery date is five months after the target date.

CLINs 0010/0011/0012 (subsequent orders), and CLINs 0020 through 0052:

The delivery date for the first ten items shall be effective date of the order plus the actual number of months required to complete the first production order. Delivery of the remaining items shall be at the average rate of one item per week thereafter.

(b) Maximum required production rate: For orders after the first production order: Notwithstanding other requirements of this contract, delivery shall be considered timely if the contractor delivers a minimum of one item per week.

(c) Partial deliveries are authorized.

Note: The above target dates may be adjusted (prior to award of basic contract) based on completion of similar items on existing contracts. See section L.

F18 DELIVERY AT DESTINATION (AUG 1999)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to:

ITEM	Destination	
0001	Supply Officer Naval Undersea Warfare Center, Division Newport Naval Station Newport, Bldg. 47 47 Chandler Street Newport, RI 02841-1708	DODAAC: N66604
0002 > 0004, 0008	Per CDRL	

F20 PERFORMANCE PERIOD (SEP 2001)

(a) For planning and proposal purposes this contract will become effective on 1 FEB 2004. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period is defined in the clause entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.

(c) Individual orders will specify a beginning date and an ending date, consistent with clause F11-8A above.

F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

F50 PRODUCTION PROGRESS REPORT SCHEDULE (FEB 2001)

(a) Production Progress Reports, DD Form 375, shall be delivered by the fifth working day of each month beginning with the month following the first full month after the date of contract. Deliveries shall continue for each succeeding month until all material ordered under the contract has been delivered.

(b) Submit the original to R. Rego, Code 2131. Submit three (3) copies to the cognizant Contract Administration Office.

SECTION G CONTRACT ADMINISTRATION DATA

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: Richard L. Hall
Address: Commercial Acquisition Department, Building 11
 Naval Undersea Warfare Center Division, Newport

Code 5913
Simonpietri Drive
Newport, RI 02841-1708

Telephone: Commercial: 401-832-5122; DSN: 920-1522

Email: hallrl@npt.nuwc.navy.mil or (after NMCI implementation) richard.l.hall1@navy.mil

G18 CONTRACT ADMINISTRATION FUNCTIONS (HARDWARE)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) The Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(c) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G24 DELAY IN DELIVERY NOTIFICATION

The cognizant CAS component shall, in accordance with FAR 42.1104(a)(2)(vii), notify the Procuring Contracting Officer of any anticipated or actual delay in delivery or performance of this contract.

G34 REQUESTS FOR PROGRESS PAYMENTS (JUL 1999)

(a) The contractor shall submit all requests for progress payments on a SF 1443 "Contractors Request for Progress Payment" form, completed in accordance with the instructions on the reverse side of the form and the clause entitled "Progress Payments" incorporated by reference in Section I, as follows:

(1) Initial (#1) progress payment - 5 copies to the Administrative Contracting Officer (ACO) cited in block 12 of the award cover page (SF 1447) for certification.

(2) Subsequent progress payments - 4 copies directly to the cognizant Paying Office cited in block 14 of the award cover page (SF 1447), with 1 informational copy to the ACO.

(3) Final invoices - per the applicable clause in Section I entitled, SUBMISSION OF INVOICES.

(b) If the contract includes First Article Test units, per FAR clause 52.209-3 or 52.209-4 (incorporated by reference in Section I of the contract) the Contractor shall not receive progress payments for the acquisition of materials or components for the commencement of production of the balance of the contract quantity until the Government has formally approved the First Article units.

SECTION H SPECIAL CONTRACT REQUIREMENTS**HX29 ORDERING (MAY 2002)**

(a) Ordering. Orders may be placed by any Contracting Officer of the Naval Undersea Warfare Center Division, Newport. All orders will be placed unilaterally. Prior to any order being placed under CLINs 0005, the parties must have negotiated firm fixed prices and delivery dates for such items and must have bilaterally modified the contract to include an appropriate pricing Exhibit. Any disagreement concerning the issuance of a unilateral order shall be deemed a dispute within the meaning of the Disputes clause.

(b) Forms: All orders must be on a DD Form 1155. Orders may be sent by mail, by FAX, or by emailing a file that contains the order with the contracting officer's signature. See FAR 52.216-18 for additional information.

(b) Information: Each order should include the following:

- (1) Date of order,
- (2) Contract and order number,
- (3) Appropriation and accounting data,
- (4) Specific Line Item(s) to be delivered,
- (5) For CLIN 0005, the applicable ELIN(s)
- (6) Destination(s)
- (7) Delivery date(s)
- (8) For CLIN 0005, FOB Origin or Destination terms.
- (9) For all delivery orders under CLINs 0010 through 0052, CLIN 0008 shall be included.

(c) Incentive: The delivery order for CLIN 0001 shall include between one and three first articles, 0001AA and all five months of delivery incentive, 0001AB. The first delivery order for production items shall include CLINs 0010, or 0011, or 0012, and all five months of delivery incentive 0019.

(d) Cautionary Note: Nothing stated in an order, quote, or in discussions, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

H71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1G, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

HX 100 DELIVERY INCENTIVE (applicable to CLINs 0001, 001X, only)**1. Definitions:**

Actual delivery date: The last day on which the requirements of all delivery order line items have been delivered to the Government and have been (later) found acceptable. (The incentive does not depend upon timely Government inspection.) For purposes of this clause, delivery to the Government shall occur when the DCMA inspector acknowledges that the products are ready for his/her inspection and acceptance. Note the requirement for notification in section E. DCMA personnel shall not be required to work outside their normal workday to perform this function.

Actual Price: The maximum price reduced by the decrement.

Decrement: For CLIN 0001 the decrement shall be \$20,000 for each incentive period – or partial incentive period – beyond the target delivery date. (For example, if the target delivery were 31 OCT 2003, delivery on 31 OCT 2003 would result in no decrement, delivery on 1 NOV 2003 would result in a decrement of \$20,000, and delivery on 3 FEB 2004 would result in a decrement of \$60,000.) For the first delivery order only under CLINs 0010, 0011, or 0012 (plus 0019), the decrement shall be \$10,000 each incentive period – or partial incentive period – beyond the target delivery date. In both instances, no decrement applies beyond the required delivery date.

Incentive period: Each full calendar month after the target delivery date, until the required delivery date allowing for weekends and federal holidays. (For example, if the target delivery were 31 OCT 2003, the incentive periods would end 1 DEC 2003, 2 JAN 2004, 2 FEB 2004, 1 MAR 2004, and 31 MAR 2004.)

Maximum Price: The sum of CLIN 0001AA and 0001AB, as ordered, or the sum of CLINs 0010 and 0019 or CLINs 0011 and 0019, or CLINs 0012 and 0019, as ordered.

Required delivery date: A pessimistic date for actual delivery, that establishes the minimum price and which is seventeen months after the contract effective date. This is also the relevant delivery date within the meaning of the clause “Default”.

Target delivery date: An optimistic date for actual delivery, that establishes the maximum price, and which is twelve months after the contract effective date.

2. Payment: Following acceptance of each delivery order affected by this clause, the Government will issue a unilateral modification adjusting the price(s) on the delivery order to the actual price earned. The contractor will invoice based on the actual prices.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)

52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.216-18	ORDERING	(OCT 1995)
	para.(a) fill-in: from <u>Contract Effective Date</u>	
	para.(a) fill-in: through <u>60 months after Contract Effective Date</u> .	
52.216-19	ORDER LIMITATIONS	(OCT 1995)
	para.(a) fill-in: less than <u>one item</u> .	
	para.(b)(1) fill-in: in excess of <u>50 items</u> ;	
	para.(b)(2) fill-in: in excess of <u>50 items</u> ;	
	para.(b)(3) fill-in: within <u>30</u> days...	
	para.(d) fill-in: within <u>30</u> days...	
52.216-21	REQUIREMENTS	(OCT 1995)
	para.(f) fill-in: after <u>72 months</u> .	
52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	(JAN 1999)
	<u> </u> Offer elects to waive the evaluation preference.	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	(OCT 2001)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING	(OCT 1999)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	(APR 1996)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	(DEC 2001)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	(DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-11	OZONE-DEPLETING SUBSTANCES	(MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(OCT 2000)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)

252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	(APR 2003)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	(APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(JUN 1992)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	(JUN 1997)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	(JAN 1991)
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	(APR 1984)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-11	EXTRAS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(MAR 2003)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.242-2	PRODUCTION PROGRESS REPORTS	(APR 1991)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION / INSTRUCTIONS	(DEC 1991)
52.243-1	CHANGES - FIXED PRICE	(AUG 1987)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(MAY 2002)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS	(MAY 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I09-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (FAR 52.209-4) (SEP 1989)

(a) The Contractor shall deliver per delivery order units(s) of Lot/Item 0001 within 365 calendar days from the date of this contract to the Government at NUWC Division Newport RI for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 90 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

I46-18N WARRANTY OF SUPPLIES OF A COMPLEX NATURE (APR 1984) (NAVSEA VARIATION) (MAY 1993) (Does not apply to CLIN 0005, spare parts)

(a) Definitions. As used in this clause:

(1) "Design and manufacturing requirements" include drawings, specifications, statements of work, structural and engineering plans, and manufacturing particulars, including precise measurements, tolerances, processes, materials, and finished product test;

(2) "Essential performance requirements" means the operating capabilities and maintenance and reliability characteristics specified in the specification and /or statement of work; "essential performance requirements" does not include performance characteristics that are described as goals or objectives;

(3) "Alternate source contractor" means a contractor which did not develop the portion of the design requiring redesign;

(4) A unit shall be considered to have been "manufactured" when it has been accepted by the Government (either finally or conditionally); and

(5) "At no additional cost to the United States" means at no increase in contract price.

(b) Notwithstanding inspection and/or acceptance by the Government of the supplies furnished under this contract, any term or condition of the contract concerning the conclusiveness thereof any other term or condition of this contract, the contractor warrants:

(1) That **all items** will conform to the design and manufacturing requirements of the contract. For the purpose of this clause "design and manufacturing requirements" include drawings, specifications, statements of work, structural and engineering plans, and manufacturing particulars, including precise measurements, tolerances, processes, materials, and finished product tests;

(2) That **all items**, at the time of acceptance by the Government will be free from all defects in materials and workmanship and

(3) That **all items** will conform to the performance requirements of the contract.

provided, however, that with respect to Government-furnished property, the Contractor's above-stated warranties shall extend only to its proper installation, unless the Contractor performs some modification or other work on such property, in which case the Contractor's warranties shall extend to such modification or other work.

(c) The contractor shall not be responsible under these warranties for any failure of **any item** to meet the conditions specified in (a)(1), (a)(2), or (a)(3) above, which is discovered more than three years after Government acceptance, or one year after installation, whichever is later. In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date the Contractor is notified by the Contracting Officer, in writing, that the condition has been satisfied or waived.

(d) Notwithstanding any other term or condition contained in this contract, in the event of a failure to comply with any of the warranties provided herein, the contractor shall, at the election of the Government:

(1) Promptly take such action as may be necessary (e.g., repair, replace and/or redesign) to correct or if so directed by the Government, partially correct, the defect responsible for the failure at no additional cost to the United States. However, for alternate source contractors, redesign shall not be a remedy available to the Government if the alternate source contractor has not manufactured, at the time of agreement on the price of line item(s) n/a; the first ten percent of the eventual total production quantity anticipated to be acquired from that alternate source contractor;

(2) Pay costs reasonably incurred by the United States in taking such corrective action; or

(3) Provide an equitable adjustment in the contract price in lieu of full correction of the failure.

(e) In seeking the remedies specified in (d)(1), (d)(2), or (d)(3) above, the Government may elect to exercise any one or combination of the specified remedies.

(f) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (c) of this clause and shall run from the date of final acceptance of the corrected or replaced items.

(g) The contractor shall prepare and furnish to the Government data and reports applicable to any correction required under this clause (including the revision and updating of all the affected data called for under contract) at no additional cost to the United States. If the contractor fails to prepare and furnish such data and/or reports, or should the Government elect not to secure such data from the Contractor or another source, the Contractor shall pay costs reasonably incurred by the Government in acquiring such data and/or reports, or the Government shall be entitled to an equitable adjustment in the contract price.

(h) When items covered by these warranties are returned to the contractor pursuant to this clause, the contractor shall pay the transportation cost and bear the risk of loss or damage from the place of delivery specified in the contract (irrespective of the f.o.b. point or point of acceptance) to the contractor's plant and return to said place of delivery.

(i) The contractor shall be notified in writing of any breach of the warranties set forth in paragraph (a) above, within 60 days after the discovery of the breach. The failure of the Contracting Officer to provide timely notice of breach, however, shall not diminish the rights the Government would otherwise have under this clause or any term or condition of this contract.

(j) Notwithstanding any disagreement regarding the existence of a warranty breach, the contractor shall promptly comply with any partial corrective action. In the event it is later determined that there was no warranty breach, the contract price shall be equitably adjusted.

(k) The warranty provision of this clause does not cover combat damage, liability for loss, damage, injury to third parties or consequential damages.

(l) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled, "DISPUTES" (FAR 52.233-1).

(m) The failure of the Government to assert its right under this clause with respect to any particular breach or breaches or a warranty provided herein, shall not waive or otherwise diminish the Government's right with respect to any subsequent breach of warranty.

132-900 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

 X a separate invoice for each activity designated to receive the supplies or services.

 a consolidated invoice covering all shipments delivered under an individual order.

 either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

152-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List (First Article and non-recurring data)	21

ATTACHMENT

1	Statement of Work	7
1A	Configuration Management Requirements	5
1B	Data and Documentation Available for Review and Inspection at Physical Configuration Audit (PCA Package)	1
2	Critical Item Product Functional Specification for TR-302 ()	CD*
2A	Classified appendix to CIPS	
2B	Nominal Drawings	CD**
3	DD Form 254, DoD Contract Security Classification Specification	3
4	DD Form 375, Production Progress Reports	2

CLASSIFIED DOCUMENTATION**2A Classified Appendix for Critical Item Product Functional
Specification for TR-302 (CONFIDENTIAL)**

* The CIPS and the drawings comprise Military Critical Technology and will only be released to eligible firms upon request, subject to limitations of National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M). The unclassified CIPS will be attached in full to the resultant contract. To obtain CDs and classified (hardcopy only) contact the PCO by email at hallrl@npt.nuwc.navy.mil, or ordinary mail. Include the CAGE code of the business segment that proposes to perform the contract. Include contact information for person(s) cognizant of security matters.

** All information materials (non-specification drawings, test results, etc.) attached hereto are provided for general information, and so that firms may identify possible subcontract opportunities. The government does not warrant any of this data and a "build to print" approach does not - by itself - constitute an adequate technical response.

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

K16 OFFEROR DATA (APR 2002)

(a) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(b) Contractor Identification Data.

DUNS Number _____

CAGE Code _____

(b) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted _____ Date Approved _____ By _____

Limitations _____

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted _____ Date Approved _____ By _____

Latest Revision of CASB

Date Submitted _____ Date Approved _____ By _____

Potential Non-Compliances (As notified by ACO) _____

(3) Purchasing System (See FAR 44.302)

Date Submitted _____ Date Approved _____ By _____

(4) Forward Pricing Rate Agreement (If Applicable)

Date Submitted _____ Date Approved _____ By _____

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted _____ Date Approved _____ By _____

(c) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office _____

ACO (or POC) Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities.

Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

**K11-005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
(DFARS 252.211-7005) (FEB 2003)**

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmamail.com/onebook/7.0/7.2.7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall -

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number,
Subline Item Number, Component,
or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or

concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Check each block that is applicable.)--

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K25-000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(DFARS 252.225-7000) (APR 2003)**

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product," have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____

**K27-017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE
RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

K30-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in

which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: <u> </u> DX or <u> X </u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

- (a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.
- (b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.
- (c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

- (a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

- (1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

- (2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

- (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

- (4) In addition to Government sources, items may be available from public libraries and commercial sources.

- (b) All NUWC Division, Newport specific forms are attached; see Section J.

L12 DRAWINGS AND SPECIFICATIONS MAY BE RETAINED

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal may be retained by the bidder or offeror for future reference.

L16 SUBMISSION OF COST OR PRICING DATA (AUG 2000)

- (a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit certified cost or pricing data with its proposal.

- (b) If, prior to contract award, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1(c)(1), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (MAR 2002)

- (a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

- (b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this Request For Proposal (RFP). The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

- (2) Partition. Offerors are required to submit their proposals in three separate parts as follows:

- Volume I - Technical Proposal--Unclassified. Include all data and information required for evaluation, (except for the information required below) and exclude any reference to the pricing aspects of the offer, as noted in the provision entitled "Technical Proposal" in this Section. This part must be unclassified.

- Volume II - Technical Proposal--Classified (if applicable). This part may include CLASSIFIED information which shall be sent under separate cover. Offerors shall not include CLASSIFIED material in any other volume. **If an offeror determines that it must provide CLASSIFIED material for the Government to evaluate its proposal, the offeror shall direct the classified material to Code 2131,**

Ronald J Rego, Bldg 113, via Code 5122. The classification of this proposal shall be no higher than CONFIDENTIAL. See Contract Security Classification Specification, DD Form 254, attached hereto. Classified material shall be submitted per Defensive Security Service procedures to arrive at NUWCDIVNPT by the closing date and time.

Volume III - Cost/Price Proposal. Include the completed solicitation documents and other information as noted in the provision entitled "Cost/Price Proposal" in this Section. **Important Note:** Offerors must respond to all requirements of the solicitation document. **Offerors are cautioned not to alter or disassemble the solicitation. Return the entire solicitation document without holes punched or dividers inserted.**

(2) General Format and Markings.

(i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

(1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.

(2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.

(3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.

(4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

L34 TECHNICAL PROPOSAL – COMPLEX ITEM

Fundamental Proposal Requirement:

The proposal must present the offeror's design, analysis of the design, analytical models and/or measured data, technical risk assessments, and other information **in sufficient detail to demonstrate that the design will achieve the performance requirements of the Critical Item Product Specification (CIPS) and Statement of Work**

(SOW) with low technical and schedule risk. Providing actual test data vice analytical data, wherever possible, will be considered a strength of the proposal. "Discuss", "describe" or "address" means to demonstrate that the proposed technical solution is likely to meet the CIPS and SOW. Use of graphical data is encouraged where it can simplify or shorten the narrative.

Organization:

The Technical Proposal shall include information and documentation in sufficient detail to clearly identify the offeror's overall qualifications and shall be subdivided into the following sections, in the order listed (the Technical Proposal shall follow the following outline exactly):

1. Technical Approach
 - 1.1. Overview
 - 1.1.1. Superior Features
 - 1.1.2. Compliance Matrix
 - 1.2. Transducer Design/Configuration
 - 1.2.1. Transducer
 - 1.2.2. Materials
 - 1.2.3. Repairability
 - 1.3. Electroacoustic Analysis of Proposed Design
 - 1.3.1. Transducer model
 - 1.3.2. Predicted Performance
 - 1.3.3. Environmental Effects
 - 1.4. Technical Risk Assessment
 - 1.5. Schedule/Work Plans
2. Past Performance
 - 2.1. General
 - 2.2. Contracts
 - 2.3. Subcontractors

1. Technical Approach

- 1.1. Overview** The offeror shall present a comprehensive overview of the proposed TR-302() Transducer Assembly design. Discuss choice of materials. Identify critical materials and justify their use. Provide a drawing of the TR-302() Transducer, including weight, external dimensions, and internal components. If Government-furnished information, material or equipment is required, specify and provide rationale for the benefit to the Government. Identify any aspects of the proposed design which do not conform to the requirements of the CIPS.
- 1.1.1. Superior Features** Clearly specify any enhancements or features of the proposed design which exceed the requirements of the specification, especially regarding repairability and HF bandwidth. Novel designs will require relevant supporting empirical test data.
- 1.1.2. Compliance Matrix** As part of the overview, provide a specification compliance matrix comparing TR-302() Transducer Critical Item Product Specification (CIPS) requirements to proposed performance.
- 1.2. Transducer Design/Configuration**
 - 1.2.1. Transducer**
 - 1.2.1.1. Identify and define clearly the major components of the Transducer (e.g. ceramic subassembly, pre-amplifier, isolation mount, connector, etc.)
 - 1.2.1.2. Discuss electroacoustic performance stability with respect to temperature, hydrostatic pressure and shock.
 - 1.2.1.3. Demonstrate that the proposed design would be fully interchangeable with existing TR-302 Transducers.
 - 1.2.1.4. Address size, weight, envelope dimensions, electrical interface, and provide a detailed illustration of the design.
 - 1.2.1.5. If an existing design is being offered, identify it clearly and disclose any required modifications.

1.2.2. Materials

- 1.2.2.1. Identify critical materials and justify their use.
- 1.2.2.2. Discuss boot material selection relative to insulation resistance failure, and water permeation.

1.2.3. Repairability Discuss how the design meets or exceeds the CIPS repairability standard.**1.3. Electroacoustic Analysis of Proposed Design** The offeror shall predict the anticipated electroacoustic performance of the TR-302() Transducer with analytical results and/or measured data to support the claims for predicted performance.**1.3.1. Transducer Model** Any offeror proposing a new design or a modification to an existing design, shall provide the transducer model used to evaluate the proposed design and predict its performance.**1.3.2. Predicted Performance**

- 1.3.2.1. Describe the predicted electroacoustic performance of the TR-302() Transducer including variations of with temperature and/or pressure.
- 1.3.2.2. Clearly identify which performance predictions are based upon data, analysis or a combination.

1.3.3. Environmental Effects

- 1.3.3.1. Discuss watertight integrity of the design and the effects of long-term immersion in seawater on the predicted life.
- 1.3.3.2. Discuss the effects of the following non-operating environmental extremes on variation of performance:
 - 1.3.3.2.1. Storage temperature and pressure
 - 1.3.3.2.2. Survival pressure
 - 1.3.3.2.3. Explosive shock
 - 1.3.3.2.4. Thermal Shock
 - 1.3.3.2.5. Vibration

1.4. Technical Risk Assessment Describe the overall risks and significant risk issues involved in the design, fabrication and testing of the TR-302() Transducer. Discuss backup approaches for high-risk areas. Include any risk associated with the use of subcontractors.**1.5. Schedule/Work Plans** Present a detailed work plan, including a work breakdown structure (WBS), identifying the specific tasks (events) required to design, fabricate, and test TR-302() first article and production assemblies described in the SOW.

If present production of TR-302 or similar transducers will not permit commencement of work under this contract by the presumed start date of 1 FEB 2004, offeror shall indicate the date when work can begin. For any award made prior to such date there will be an appropriate adjustment to the target delivery date for first articles - or first production order if first articles are waived.

2.0 Past Performance**2.1 General** In a separate attachment, the offeror shall present the company background, experience, and past performance that is directly related to the design, development and production of acoustic transducers and Transducers for sonar applications, recent R&D efforts, and ISO 9001 Quality Assurance Standards.

The offeror shall describe recent, successful contracting efforts and other corporate experience that demonstrates knowledge and capability to perform the tasks in the SOW. This discussion shall include information about meeting time schedules, cost targets, and specification requirements.

2.2 Contracts Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 20 most current actions. Contracts listed shall include those entered into with Federal, state or local government as well as commercial customers. Offerors that are newly formed

entities without prior contracts should list contracts and subcontracts as required above. Include the following information for each contract and subcontract:

- ❖ Name of contracting activity or commercial firm
- ❖ Contract number
- ❖ Contract type
- ❖ Total contract value
- ❖ Brief narrative (less than 10 lines) describing involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
- ❖ Procuring Contracting Officer and telephone number
- ❖ Program manager or COR and telephone or non-government official with similar duties or rank. Ensure telephone numbers are current.

- 2.3 Subcontractors** Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

LX 49 COST PROPOSAL – BALANCED PRICING

The Line Item structure in Section B permits variations in pricing consistent with economies of scale. This structure also permits proposals to be unbalanced. Offerors shall rationalize their pricing structure sufficient to establish that the prices offered are balanced with the context of FAR 15.404-1(g)

L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
 Building 4, Section D
 700 Robbins Avenue
 Philadelphia, PA 19111-5094
 Telephone (215) 697-2667/2179
 Facsimile (215) 697-1462

L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES (NAPS 5252.211-9000) (AUG 1993)

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)
(MAY 2001)**

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer

determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of an Fixed Price - Indefinite Delivery - Requirements contract resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD**M10 SINGLE AWARD**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M21 EVALUATION - GOVERNMENT TESTING OF FIRST ARTICLE

(a) If supplies identical or substantially identical to those called for herein have been previously furnished by the offeror and accepted by the Government, the requirement for first article approval may be waived by the Contracting Officer. The offeror shall indicate below the contracts under which supplies identical or substantially identical to those called for herein have been previously accepted by the Government:

Contract Numbers: _____

(b) All offerors should submit an offer on the basis that first article requirements will not be waived. Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived.

(c) Subject to considerations of responsiveness of offers and responsibility of offerors, and subject to other evaluation factors provided for in this solicitation, offers will be evaluated on the basis of lowest cost to the Government whether or not such lowest cost involves waiver of first article requirements.

(d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that \$200,000 will be the cost to the Government for first article testing.

(e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of a waiver, all clauses and references relating to the first article will not apply.

M32 EVALUATION FOR AWARD – BEST VALUE

Award will be made to that responsible offeror whose proposal, conforming to the solicitation, is determined to offer the Best Value to the Government. Offers will be evaluated on each of the areas identified in provision L34 TECHNICAL PROPOSAL – COMPLEX ITEM. The two evaluation factors listed below, **Technical Aspects** and **Total Evaluated Price**, are in descending order of importance.

I Technical Aspects**Subfactors:**

- a) Technical Confidence (risk reduction)
- b) Superior Features (especially HF bandwidth and repairability)
- c) Past Performance

NOTE: The Technical subfactors above are essentially equal.

Past performance will be evaluated as an indicator of the offeror's expected future performance. The Contracting Officer will consider all available information concerning the offeror's past performance whether contained in the proposal or not. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services. Offerors lacking relevant past performance history will be given a neutral rating.

II Total Evaluated Price

Technical Capability is significantly more important than Price. Although the Price is the less important evaluation factor, it is still important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to Technical Capability, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

The Price will be evaluated as follows:

For Contract Line Item Numbers (CLINs) 0001, and 0003 through 0004, the value will be the sum of the products of the (maximum) quantity and proposed unit price for each item, plus the amount specified in provision M21 paragraph (d).

For CLIN 0005, all offerors will be evaluated as \$0.

For CLINs 0010 through 0053 (production), the evaluated amount will be the sum of the products of the maximum order quantity for each CLIN and the respective proposed unit price for each CLIN, divided by the sum of the maximum order quantities and multiplied by the estimated total contract order quantity of 200 units.

In evaluating offers, the Contracting Officer will also review the prices of the offeror's proposal to determine that they are fair and reasonable. See FAR 15.404.

(1 Data Item)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.

18	ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT <div style="text-align: center;">A</div>		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM <div style="text-align: center;">TR-302 ()</div>		E. CONTRACT/PR NO. <div style="text-align: center;">N66604-3027-1AE5</div>		F. CONTRACTOR			
1. DATA ITEM NO. <div style="text-align: center;">A002</div>		2. TITLE OF DATA ITEM <div style="text-align: center;">CONFERENCE MINUTES</div>		3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) <div style="text-align: center;">DI-ADMN-81250A</div>		5. CONTRACT REFERENCE <div style="text-align: center;">SEE BLOCK 16</div>		6. REQUIRING OFFICE <div style="text-align: center;">NUWC DIVNPT, CODE 2131</div>			
7. DD 250 REQ <div style="text-align: center;">LT</div>		9. DIST STATEMENT REQUIRED <div style="text-align: center;">D</div>		10. FREQUENCY <div style="text-align: center;">SEE BLOCK 16</div>		12. DATE OF FIRST SUBMISSION <div style="text-align: center;">SEE BLOCK 16</div>	
8. APP CODE <div style="text-align: center;">N/A</div>		11. AS OF DATE <div style="text-align: center;">N/A</div>		13. DATE OF SUBSEQUENT SUBMISSION <div style="text-align: center;">SEE BLOCK 16</div>		14. DISTRIBUTION	
16. REMARKS BLK 5: SOW 3.4.2.2, 3.12, APP A 4.4, 4.4.1 BLK 9: SEE ATTACHED ADDENDUM. BLK 10, 12 & 13: SUBMIT NOT LATER THAN 15 DAYS AFTER COMPLETION OF EACH PROGRAM REVIEW OR CONFERENCE (SCHEDULE GFI) .				a. ADDRESSEE		b. COPIES	
				Draft		Final Reg Repr	
15. TOTAL				2131 G. BLASDELL		0 1	
				2131 RON REGO		0 1	
				LOCAL DCAS		0 1	
G. PREPARED BY <div style="text-align: center;"><i>R. Corbett</i> 2131 G. BLASDELL <i>for</i></div>				H. DATE <div style="text-align: center;">5-16-03</div>		I. APPROVED BY <div style="text-align: center;"><i>R. Corbett</i> DEPT DATA MANAGER</div>	
						J. DATE <div style="text-align: center;">5-16-03</div>	

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						<i>Form Approved</i> OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM TR-302 ()		E. CONTRACT/PR NO. N66604-3027-1AE5		F. CONTRACTOR			
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM CONFIGURATION AUDIT SUMMARY REPORT		3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81022C		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16	
8. APP CODE A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 30 DARC		14. DISTRIBUTION	
16. REMARKS BLK 5: SOW 3.4.2.3, APP A 4.4.3.3, 4.4.3.5 BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW. BLK 9: SEE ATTACHED ADDENDUM. BLK 10, 12: SUBMIT DRAFT FOR REVIEW NOT LATER THAN 15 DAYS AFTER COMPLETION OF FCA/PCA. BLK 13: FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.				a. ADDRESSEE		b. COPIES	
				Draft		Final	
				Reg		Repr	
				2131 G. BLASDELL		1 1	
				2131 RON REGO		1 1	
				LOCAL DCAS		1 1	
				15. TOTAL		3 3	
G. PREPARED BY <i>R. Corbett</i> 2131 G. BLASDELL		H. DATE 5-16-03		I. APPROVED BY <i>R. Corbett</i> DEPT DATA MANAGER		J. DATE 5-16-03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(1 Data Item)

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17. PRICE GROUP
18 ESTIMATED TOTAL PRICE

N66604-3027-1AE5

(1 Data Item)

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17. PRICE GROUP
18 ESTIMATED TOTAL PRICE

(1 Data Item)

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17. PRICE GROUP
18 ESTIMATED TOTAL PRICE

(1 Data Item)

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17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

N66604-3027-1AE5

(1 Data Item)

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17. PRICE GROUP	
18 ESTIMATED TOTAL PRICE	

N66604-3027-1AE5

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						<i>Form Approved</i> <i>OMB No. 0704-0188</i>	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT <div style="text-align: center;">A</div>		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM <div style="text-align: center;">TR-302 ()</div>		E. CONTRACT/PR NO. <div style="text-align: center;">N66604-3027-1AE5</div>		F. CONTRACTOR			
1. DATA ITEM NO. <div style="text-align: center;">A011</div>		2. TITLE OF DATA ITEM <div style="text-align: center;">TEST PROCEDURE</div>		3. SUBTITLE <div style="text-align: center;">PLANT ACCEPTANCE TEST PROCEDURE</div>			
4. AUTHORITY (Data Acquisition Document No.) <div style="text-align: center;">DI-NDTI-80603</div>		5. CONTRACT REFERENCE <div style="text-align: center;">SOW 3.8.2.2</div>		6. REQUIRING OFFICE <div style="text-align: center;">NUWC DIVNPT, CODE 2131</div>			
7. DD 250 REQ <div style="text-align: center;">LT</div>		9. DIST STATEMENT REQUIRED <div style="text-align: center;">D</div>		10. FREQUENCY <div style="text-align: center;">ONE/R</div>		12. DATE OF FIRST SUBMISSION <div style="text-align: center;">SEE BLOCK 16</div>	
8. APP CODE <div style="text-align: center;">A</div>		11. AS OF DATE <div style="text-align: center;">N/A</div>		13. DATE OF SUBSEQUENT SUBMISSION <div style="text-align: center;">SEE BLOCK 16</div>		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
						Draft	Final
BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW.				2131 G. BLASDELL		1	1
						1	1
BLK 9: SEE ATTACHED ADDENDUM.				2131 RON REGO		1	1
						1	1
BLK 12: SUBMIT NOT LATER THAN 90 DAYS PRIOR TO START OF PLANT ACCEPTANCE TESTING.				LOCAL DCMC		1	1
BLK 13: SUBMIT FINAL FOR APPROVAL NOT LATER THAN 30 DAYS AFTER RECEIPT OF GOVERNMENT COMMENTS.							

(1 Data Item)

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X	
D. SYSTEM/ITEM TR-302 ()		E. CONTRACT/PR NO. N66604-3027-1AE5		F. CONTRACTOR	
1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM TEST/INSPECTION REPORT			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B		5. CONTRACT REFERENCE SOW 3.7.3, 3.8.2.3		6. REQUIRING OFFICE NUWCDIVNPT, CODE 2131	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION	
8. APP CODE N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 10 DARP	a. ADDRESSEE		b. COPIES
16. REMARKS BLK 9: SEE ATTACHED ADDENDUM. BLK 12: SUBMIT NOT LATER THAN 30 DAYS AFTER BEGINNING PRODUCTION.			Draft	Final	
			Reg	Repr	
			2131 G. BLASDELL	1	
			2131 RON REGO	1	
			LOCAL DCAS	1	
15. TOTAL				3	
G. PREPARED BY R. Corbett 2131 G. BLASDELL		H. DATE 5-16-03	I. APPROVED BY R. Corbett DEPT DATA MANAGER		J. DATE 5-16-03

18	ESTIMATED TOTAL PRICE
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N66604-3027-1AE5

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM TR-302 ()		E. CONTRACT/PR NO. N66604-3027-1AE5		F. CONTRACTOR			
1. DATA ITEM NO. A013		2. TITLE OF DATA ITEM TEST DATA CARDS FOR TRANSDUCERS & HYDROPHONES		3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-GDRQ-81048		5. CONTRACT REFERENCE SOW 3.8.4		6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16	
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		14. DISTRIBUTION	
16. REMARKS BLK 9: SEE ATTACHED ADDENDUM. BLKS 10, 12 & 13: THE APPLICABLE TEST DATA CARD SHALL BE PACKED WITH ITS ASSOCIATED HARDWARE AT THE TIME OF SHIPMENT. A SET OF TEST DATA CARDS SHALL BE SENT TO EACH ADDRESSEE AT THE TIME OF SHIPMENT.				a. ADDRESSEE		b. COPIES	
						Draft Final	
						Reg Repr	
				2131 G. BLASDELL		0 1	
				2131 RON REGO		0 1	
				LOCAL DCAS		0 1	
				15. TOTAL		0 3	
G. PREPARED BY R. Corbett 2131 G. BLASDELL		H. DATE 5-16-03		I. APPROVED BY R. Corbett DEPT DATA MANAGER		J. DATE 5-16-03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						<i>Form Approved</i> OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM TR-302 ()		E. CONTRACT/PR NO. N66604-3027-1AE5		F. CONTRACTOR			
1. DATA ITEM NO. A014		2. TITLE OF DATA ITEM FAILURE SUMMARY AND ANALYSIS REPORT		3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-RELI-80255		5. CONTRACT REFERENCE SOW 3.6.1, 3.8.5		6. REQUIRING OFFICE NUWC DIVNPT, CODE 2131			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY SEE BLOCK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16	
8. APP CODE A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 10 DARC		14. DISTRIBUTION	
16. REMARKS BLK 8: ALLOW 30 DAYS FOR GOVERNMENT REVIEW. BLK 9: SEE ATTACHED ADDENDUM. BLK 10 & 12: REPORTS SHALL BE SUBMITTED NOT LATER THAN 10 DAYS AFTER EACH FAILURE. BLK 13: FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.				a. ADDRESSEE		b. COPIES	
				Draft		Final	
				Reg		Repr	
15. TOTAL				2131 G. BLASDELL		1	1
				2131 RON REGO		1	1
				LOCAL DCAS		1	1
G. PREPARED BY <i>R. Corbett</i> 2131 G. BLASDELL		H. DATE 5-16-03		I. APPROVED BY <i>R. Corbett</i> DEPT DATA MANAGER		J. DATE 5-16-03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(1 Data Item)

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17. PRICE GROUP	
18 ESTIMATED TOTAL PRICE	

PRODUCT DRAWINGS AND ASSOCIATED LISTS							
A. CONTRACT NO.		B. EXHIBIT/ATTACHMENT NO. A		C. CLIN		D. CDRL DATA ITEM NO. A015	
1. DELIVERABLE PRODUCT <i>(X and complete as applicable)</i>							
X	a. ORIGINALS <i>(Drawing masters) (Identify specification, type, grade and class, etc.)</i> Per MIL-PRF-5480, Class 1, Type A						
	b. REPRODUCTIONS <i>(Identify specification, type, grade and class, etc. and quantity of each)</i>						
X	c. DIGITAL DATA <i>(Identify specification, exchange media, etc.)</i> .DWG; AUTOCAD 14 FORMAT ON COMPACT DISC						
2. CAGE CODE AND DOCUMENT NUMBERS <i>(X one)</i>							
	a. CONTRACTOR						
X	b. GOVERNMENT <i>(Complete (1) and (2) or (3))</i>						
(1) Use CAGE Code 53711		(2) Use Document Numbers TBD			(3) To Be Assigned By: NUWC Division Newport Code 2131		
3. DRAWING FORMATS AND DRAWING FORMS <i>(X one and complete as applicable)</i>							
	a. CONTRACTOR FORMATS. Forms to be supplied by contractor.						
X	b. GOVERNMENT. Forms to be supplied by contractor. Samples supplied by NUWC Division Newport Code 2131						
	c. GOVERNMENT FORMATS. Forms to be supplied as Government Furnished Material by <i>(Specify)</i>						
4. TYPES AND QUANTITY OF DRAWINGS SELECTION <i>(X one)</i>							
X	a. CONTRACTOR SELECTS				b. GOVERNMENT SELECTS <i>(Specify in item 9.)</i>		
5. ASSOCIATED LISTS <i>(X and complete as applicable)</i>							
X	a. PARTS LISTS <i>(X one)</i>		(1) Integral	X	(2) Separate		(3) Contractor's Option
X	b. DATA LISTS <i>(X one)</i>		(1) Not Required	X	(2) Required <i>(Specify levels of assembly)</i> See Blk 9		
X	c. INDEX LISTS <i>(X one)</i>		(1) Not Required	X	(2) Required <i>(Specify levels of assembly)</i> See Blk 9		
6. DETAILS <i>(X one)</i>							
X	a. MULTIDETAIL DRAWINGS PERMITTED				b. MONODETAIL DRAWING MANDATORY		
7. QUALITY ASSURANCE PROVISION <i>(X one)</i>							
	a. NOT REQUIRED, MIL-T-31000, para. 3.8 does not apply.						
X	b. REQUIRED <i>(, para. 3.8 applies. Quality assurance requirements shall be documented as QAPs in accordance with , Appendix B. (X one))</i>						
	(1) DARCOM Form 2434-R Required			X	(2) DARCOM Form 2434-R Not Required		
8. VENDOR SUBSTANTIATION DATA <i>(X one)</i>							
X	a. NOT REQUIRED				b. REQUIRED		
9. OTHER TAILORING <i>(Attach additional sheets as necessary)</i> Block 5.b.(2) and c.(2): end-item level							

(1 Data Item)

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17. PRICE GROUP
18 ESTIMATED TOTAL PRICE

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM TR-302 ()		E. CONTRACT/PR NO. N66604-3027-1AE5		F. CONTRACTOR			
1. DATA ITEM NO. A017	2. TITLE OF DATA ITEM CONTRACTOR'S CONFIGURATION MANGEMENT PLAN			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80858B		5. CONTRACT REFERENCE SOW 3.4		6. REQUIRING OFFICE NUWCDIVNPT, CODE 2131			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 30 DARC	a. ADDRESSEE	b. COPIES		
16. REMARKS BLK 4: MAY BE SUBMITTED IN CONTRACTOR FORMAT INCLUDING EQUIVALENT DETAIL. BLK 8: ALLOW 45 DAYS FOR GOVERNMENT REVIEW. BLK 9: SEE ATTACHED ADDENDUM. BLK 10, 12: SUBMISSION DUE CONCURRENT WITH PCA AUDIT. FINAL SHALL INCORPORATE ALL REVIEW COMMENTS AND CORRECTIONS.							
				2131 G. BLASDELL	1	1	
				2131 RON REGO	1	1	
				LOCAL DCAS	1	1	
15. TOTAL				3	3		
G. PREPARED BY R. Corbett 2131 G. BLASDELL		H. DATE 5-16-03		I. APPROVED BY R. Corbett DEPT DATA MANAGER		J. DATE 5-16-03	

17. PRICE GROUP

18	ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <div style="text-align: center; font-weight: bold;">A</div>		C. CATEGORY: TDP _____ TM _____ OTHER X			
D. SYSTEM/ITEM <div style="text-align: center; font-weight: bold;">TR-302 ()</div>		E. CONTRACT/PR NO. <div style="text-align: center; font-weight: bold;">N66604-3027-1AE5</div>		F. CONTRACTOR			
1. DATA ITEM NO. <div style="text-align: center; font-weight: bold;">A018</div>		2. TITLE OF DATA ITEM <div style="text-align: center; font-weight: bold;">TECHNICAL REPORT - STUDY/SERVICES</div>		3. SUBTITLE <div style="text-align: center; font-weight: bold;">FIRST ARTICLE BASELINE REPORT</div>			
4. AUTHORITY (Data Acquisition Document No.) <div style="text-align: center; font-weight: bold;">DI-MISC-80508A</div>		5. CONTRACT REFERENCE <div style="text-align: center; font-weight: bold;">SEE BLOCK 16</div>		6. REQUIRING OFFICE <div style="text-align: center; font-weight: bold;">NUWC DIVNPT, CODE 2131</div>			
7. DD 250 REQ <div style="text-align: center; font-weight: bold;">LT</div>		9. DIST STATEMENT REQUIRED <div style="text-align: center; font-weight: bold;">D</div>		10. FREQUENCY <div style="text-align: center; font-weight: bold;">SEE BLK 16</div>		12. DATE OF FIRST SUBMISSION <div style="text-align: center; font-weight: bold;">SEE BLOCK 16</div>	
8. APP CODE <div style="text-align: center; font-weight: bold;">A</div>		11. AS OF DATE <div style="text-align: center; font-weight: bold;">N/A</div>		13. DATE OF SUBSEQUENT SUBMISSION <div style="text-align: center; font-weight: bold;">SEE BLOCK 16</div>		14. DISTRIBUTION	
16. REMARKS BLK 5: SOW 3.4.1, APP A 4.1.3, 4.4.2 BLK 9: SEE ATTACHED ADDENDUM. BLK 10,12&13: DRAFT COPIES OF THE PRODUCTION PACKAGE TO BE SUBMITTED 30 DAYS PRIOR TO FIRST ARTICLE TEST, AND 60 DAYS PRIOR TO FCA AND PCA. FINAL COPIES OF THE PRODUCTION PACKAGE SHALL BE DELIVERED 30 DAYS AFTER RECEIPT OF COMMENTS.				a. ADDRESSEE		b. COPIES	
				Draft		Final	
				Reg		Repr	
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(1 Data Item)

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17. PRICE GROUP
18 ESTIMATED TOTAL PRICE

(1 Data Item)

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17. PRICE GROUP
18 ESTIMATED TOTAL PRICE

N66604-3027-1AE5

DD FORM 1423
CONTRACT DATA REQUIREMENTS LIST
BLOCK 16 ADDENDUM

BLOCK 9: The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

CDRLs A001 thru A020:

BLOCK 9:

Distribution Statement D: Distribution authorized to DoD and DoD contractors only; Critical Technology; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT, Code 2131.

The following "EXPORT CONTROL WARNING NOTE" must be used in conjunction with DISTRIBUTION STATEMENTS identified in all CDRL Items.

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

STATEMENT OF WORK
TR-302() Transducer Production

1 SCOPE

The purpose of this Statement of Work is to obtain TR-302 () Transducers for installation on U.S. Submarines and to provide spares to the stock system.

1.1 Order of Precedence

Within the context of FAR clause 15-8 Order Of Precedence -- Uniform Contract Format (OCT 1997), "specifications" shall have the following priority,

Critical Item Product Specification (CIPS),
Government Furnished Information (GFI),
Military / International / Industrial Standards.

2 APPLICABLE DOCUMENTS

The following documents, of the issue in effect on the date of request for proposal, form a part of the SOW for this procurement to the extent stated herein. Additional specifications and standards, applicable to this procurement, are referenced in the Navy documents identified herein.

2.1 Military Standards:

ASME Y14.100M - Engineering Drawing Practices
ASME Y14.24M - Types and Applications of Engineering Drawings
ASME Y14.34M - Associated Lists
ASME Y14.35M - Revision of Engineering Drawings and Associated Documents
MIL-STD-129N – Standard Practice for Military Marking
MIL-STD-130K – Identification Marking of U.S. Military Property
MIL-STD-167-1 – Mechanical Vibrations in Shipboard Equipment
MIL-STD-810F – Environmental Engineering Considerations and Laboratory Tests
MIL-STD-2073-1D – Standard Practice for Military Packaging
MIL-DTL-31000B - Technical Data Packages

2.2 Military Specifications:

MIL-S-901D - Requirements for Shock Tests, H. I. Shipboard Machinery, Equipment and Systems
MIL-HDBK-781A – Handbook for Reliability Test Methods, Plans, and Environments for Engineering, Development, Qualification, and Production

2.3 Other Documents:

ISO 9001 -- Quality Management Systems – Requirements
EIA-649 -- National Consensus Standard for Configuration Management

2.4 Government Furnished Information (GFI):

NAVSEA Drawing No. (53711-7335211) - Critical Item Specification for TR-302() Transducer. The referenced document is unclassified with classified CONFIDENTIAL Appendix III removed.

DD Form 1692 for Engineering Change Proposal
DD Form 1694 for Deviation/Waiver
DD Form 1695 for Notice of Revision
DD Form 1696 for Specification Change Notice

Production Engineering Drawing Package (unclassified) is available through NUWC DIVNPT Code 2131.

This drawing package is available for INFORMATIONAL PURPOSES ONLY. The government does not possess validated production drawings for the TR-302 Transducer. Accordingly, the government does not warrant any of the data in the TR-302 production drawing package and a "build to print" approach may not constitute an adequate technical response.

STATEMENT OF WORK
TR-302() Transducer Production

3 REQUIREMENTS

3.1 General Requirements

This SOW defines the design fabrication, assembly, test, inspection, packaging, and delivery of first article and production of TR-302 () Transducers in accordance with the reference documents and GFI listed in paragraph 2.4.

3.2 Program Management

The contractor shall establish the tasks and Program Management to support planning, scheduling, manufacturing, and quality controls essential for fabrication, assembly, test, inspection, documentation, packaging, and delivery of First Article and production units of TR-302 () Transducers. Program Management shall be in effect for the duration of the contract.

3.3 Hardware

3.3.1 First Article Hardware (applies if CLIN 0001 is ordered)

3.3.1.1 TR-302() Transducer

The contractor shall design, fabricate, assemble, test, inspect, package and deliver First Article units. All First Article Transducers shall meet the performance and environmental requirements of the Functional Baseline, NAVSEA Drawing (53711-7335211), and the First Article Test Baseline as defined in paragraph 4.1.3 of Appendix A. First Article Transducers shall be fabricated using written assembly procedures.

3.3.2 Production Hardware

3.3.2.1 TR-302() Transducer

The contractor shall fabricate, assemble, test, inspect, package and deliver production units. All production Transducers shall meet the requirements of NAVSEA Drawing (53711-7335211) (GFI), of the Functional Baseline, and the Product Baseline as defined in paragraph 4.1.4 of Appendix A.

3.4 Configuration Management

The contractor shall establish and maintain a Configuration Management (CM) Program in accordance with SOW Appendix A. The requirements of SOW Appendix A shall be applicable to the extent required to meet the requirements of the SOW. The contractor shall maintain configuration control of the technical data package which includes all specifications, drawings and changes thereto, that make up the First Article Test Baseline, and Product Baseline for the duration of the contract. The contractor shall develop a Configuration Management Plan to meet the requirements of paragraph 3.4 of the SOW and SOW Appendix A. The plan shall be delivered in accordance with CDRL A017. The contractor shall make all internal Configuration Management plans and procedures available to the government, at the contractor's facility, for government review upon request. The contractor shall provide services for the review. The CM program shall be in effect for the duration of the contract.

3.4.1 First Article Test Baseline

The contractor shall establish the First Article Test Baseline identifying the configuration of the First Article unit in accordance with paragraph 4.1.3 of Appendix A. The First Article Test Baseline shall meet the requirements of the Functional Baseline. The First Article Test Baseline shall be maintained by the contractor in the First Article Baseline Report (CDRL A018) as defined in paragraph 4.1.3 of Appendix A. All documentation listed on the Baseline shall be made available to the government at least 30 days prior, or as specified in the applicable CDRL, to First Article testing, the Functional Configuration Audit (FCA), and Physical Configuration Audit (PCA). The contractor shall make preliminary copies of the Production Drawing Package, CDRL A015, and First Article Test Procedures, CDRL A010, available to the government at least 30 days prior, or as specified in the applicable CDRL, to First Article testing.

3.4.2 First Article FCA/PCA

STATEMENT OF WORK
TR-302() Transducer Production

The contractor shall conduct a FCA and PCA in accordance with paragraph 4.4 of SOW Appendix A. The contractor shall provide data and documentation as defined in SOW Appendix B (CDRL A019).

STATEMENT OF WORK
TR-302() Transducer Production

3.4.2.1 FCA/PCA Plan

The contractor shall develop a Configuration Audit Plan to meet the requirements of paragraph 4.4 of SOW Appendix A. The plan shall be delivered in accordance with CDRL A001.

3.4.2.2 FCA/PCA Agenda and Minutes

The contractor and the government shall mutually agree on an FCA/PCA agenda. The agenda shall define all information necessary for conducting the audit. At the completion of the FCA/PCA, the contractor shall provide the minutes of the FCA/PCA in accordance with CDRL A002. The conference minutes shall document all resolutions and understandings and list all unresolved issues. All outstanding action items shall include the identification of the responsible party with a plan of action for resolution.

3.4.2.3 Audit Summary Report

At the completion of FCA/PCA and resolution of all outstanding issues, the contractor shall deliver an Audit Summary Report in accordance with CDRL A003. The Audit Summary Report shall include a PCA Certification Package as described in paragraph 4.4.3.5 of SOW Appendix A.

3.4.3 Product Baseline

The product baseline shall meet the requirements specified in paragraph 3.3.2 and the contractor developed drawings and changes thereto that document the configuration of production hardware. The product baseline shall be established prior to delivery of the first production units.

3.4.3.1. Drawings

The contractor shall develop engineering drawings and associated lists in accordance with ASME Y14.100M, ASME Y14.24M, ASME Y14.34M, and ASME Y14.35M. Associated lists shall include parts lists, data lists, and index lists. Other documents shall include test/inspection procedures and process specifications. A drawing tree including all product drawings shall be provided. All engineering drawings, associated lists, test/inspection procedures and process instructions shall reflect the approved production baseline of the configuration item. To reflect the approved baseline configuration item all engineering drawings, associated lists, test/inspection procedures and process specifications revision block shall state the revision as "-". Revision "-" reflects the product baseline. The order of all following revisions shall be designated as "A, B, C..." The engineering drawings shall be delivered as full size hard copies and as data files on Compact Disc (CD's) in latest AutoCAD compatible ".dwg" format. The electronic data files (.dwg's) shall be stand-alone files requiring no supporting files. The electronic data files (.dwg's) shall reproduce an exact reproduction of the hard copy originals. Schedule for delivery of engineering drawings shall be in accordance with CDRL A015. Final delivery shall incorporate all approved changes, and be delivered to the government at the end of the contract in accordance with CDRL A015.

3.4.3.2 Engineering Changes

Engineering Change Proposals (ECPs), Deviations/Waivers, Notices of Revision (NORs), and Specification Change Notices (SCNs) shall be developed in accordance with the requirements of Appendix A, and delivered in accordance with CDRLs A004, A005, A007, and A008 respectively. After the product baseline is established the contractor shall submit all changes to the technical data package. Government review will be for classification only with Class II ECPs, minor waivers, and minor deviations.

3.4.4 Request for Nomenclature

The contractor shall request nomenclature for the TR-302() Transducer in accordance with CDRL A009. Request for Nomenclature shall be submitted electronically using the Joint Electronic Type Designation Automated System.

3.4.5 Serial Numbers

Serial numbers shall be assigned as follows for the TR-302() Transducer. Serial numbers shall begin with the First Article samples using designation A001 and continue consecutively throughout production. If First Article is waived, the government will assign production unit serial numbers.

STATEMENT OF WORK
TR-302() Transducer Production

3.5 Quality Assurance Program

The contractor shall establish and manage a comprehensive Quality Assurance (QA) program in accordance with the requirements of ISO-9001 and NAVSEA Drawing (53711-7335211). The QA Program shall address and include inspection system requirements. The contractor shall make all internal documentation available to the government, at the contractor's on-site facility, for government review upon request. The QA program shall be in effect for the duration of the contract.

3.5.1 Nonconforming Material

The contractor shall establish a system, including implementation of a Material Review Board (MRB), to ensure detection, handling and disposition of nonconforming material throughout the production phase of the contract. Changes resulting from MRB action shall be submitted to the government in accordance with the Configuration Management provisions of the contract.

3.6 Reliability

The contractor shall establish a Reliability Program in accordance with the Reliability Program Requirements defined in the MIL-HDBK-781A. The Reliability Program shall be fully integrated with the QA Program to ensure that there is no duplication of effort. The contractor shall make all internal documentation available to the government, at the contractor's on-site facility, for government review upon request. The Reliability Program shall be in effect for the duration of the contract.

3.6.1 Failure Review Process

The contractor shall establish a process for review of all failures, which includes providing failure effects and criticality analysis, and establishing remedial corrective and preventative action. Failure Summary and Analysis Reports shall be delivered in accordance with CDRL A014.

3.7 First Article Test and Inspection (applies if CLIN 0001 is ordered)

The contractor shall perform First Article tests and inspections in accordance with the Functional Baseline, NAVSEA Drawing (53711-7335211), and the First Article Test Baseline. In the event that First Article Units fail CIPS requirements, the contractor is responsible for redesign, rework, retest, and candidate replacement.

3.7.1 First Article Acceptance Test Plan

The contractor shall make all internal First Article test planning documentation available to the government, at the contractors on-site facility, for government review upon request. The contractor shall provide services for the review.

3.7.2 First Article Test Support Documentation

Prior to conduct of First Article testing, the contractor shall make available to the government preliminary drawings, CDRL A015, and preliminary Acceptance Test Procedures, CDRL A010. The procedures shall establish applicable accept/reject criteria for First Article tests and inspections to ensure that hardware meets the requirements of the Functional Baseline, and the First Article Test Baseline. The First Article Acceptance Test Procedures shall be delivered in accordance with CDRL A010.

3.7.3 First Article Test Report

Upon successful completion of First Article testing, the contractor shall prepare a First Article Test Report. The First Article Test Report shall summarize applicable accept/reject criteria for tests/inspections cited in the CIPS and shall show actual test results on each First Article identified by serial number. The report shall be delivered in accordance with CDRL A012.

STATEMENT OF WORK
TR-302() Transducer Production

3.7.4 Government First Article Tests

The government reserves the right to observe any contractor performed First Article test and conduct any special testing that it deems necessary. The government will conduct explosive shock testing in accordance with MIL-S-901 (UNDEX). In the event that First Article Units fail CIPS shock test requirements, the contractor is responsible for redesign, rework, retest, and candidate replacement. The government will perform additional First Article tests in accordance with the CIPS, NAVSEA Drawing (53711-7335211). The government may perform qualifying tests, vibration tests, environmental tests, dissection, and analysis on randomly selected samples of First Article units. Should the government decide to conduct special testing, the contractor shall deliver First Article test samples as specified by contract modification.

3.8 Production Testing

3.8.1 In Process Test/Inspection

The contractor shall perform in-process production tests/inspections to ensure that parts/assemblies and processes meet the form, fit, function, quality, and environmental requirements specified in the technical data package and the CIPS. The contractor shall utilize in-process test/inspection procedures established in the First Article sample fabrication phase, wherever feasible. The contractor may use their facilities or any commercial laboratory acceptable to the government for conduct of production tests/inspections.

3.8.2 Plant Acceptance Test

The contractor shall perform final acceptance testing of all production hardware items prior to delivery to the government. Acceptance testing shall ensure that all requirements of the technical data package and the CIPS are met. The contractor is also responsible for assuring that all supplies and services procured conform to technical and contract requirements.

3.8.2.1 Plant Acceptance Test Plan

The contractor shall perform acceptance test planning to ensure that all acceptance test provisions of the CIPS are performed. All internal test plans shall be made available to the government, at the contractor's facility, for government review upon request. The contractor shall provide services for the review. The contractor's internal plans shall include provisions to ensure that applicable acceptance data are accurately transcribed and packed with end item Transducers (Test Data Card) as well as to other required acceptance and production status reports.

3.8.2.2 Plant Acceptance Test Procedures

The contractor shall develop Plant Acceptance Test Procedures for testing of production hardware. Test procedures shall include tests performed during First Article acceptance testing whenever possible. The procedures shall establish applicable accept/reject criteria for production tests and inspections to ensure that hardware meets the requirements of the Functional Baseline and the Product Baseline. Acceptance Test Procedures shall be delivered in accordance with CDRL A011.

3.8.2.3 Plant Acceptance Test and Inspection Reports

The contractor shall establish a test and inspection reporting system. The reporting system shall identify Plant Acceptance Test Procedures and record actual test results for each unit of production hardware by serial number, including date of acceptance by the government. The report shall identify units that failed Plant Acceptance Tests or were otherwise accepted only after rework and retest. The report shall explain the circumstances and corrective actions taken where rework occurred. The report shall record rework and retest results. The contractor shall deliver test and inspection reports in accordance with CDRL A012.

3.8.3 Government Testing

The government may use its own facilities, or any commercial laboratory for the conduct of any special tests/inspections it deems necessary. The government may elect at any time to randomly select a sample of production units for the purpose of repeating any inspection or test. In the event of failure to pass, the unit or units will be returned to the contractor for failure analysis and corrective action under the warranty provisions of the contract. When notified by the government, the contractor shall provide services for government testing.

STATEMENT OF WORK
TR-302() Transducer Production

3.8.4 Test Data

The contractor shall develop Test Data Cards for each Transducer to be delivered. Test Data Cards shall be delivered in accordance with CDRL A013.

3.8.5 Failure Reports

The contractor shall document units that failed First Article or Production testing, the nature of the failure, and rework accomplished leading to final acceptance. Failure Summary and Analysis Reports shall be delivered in accordance with CDRL A014.

3.9 Program Review/Audits

3.9.1 Preliminary Requirements Review

Within 90 days after the contract award, a Preliminary Requirements Review shall be conducted at the contractor's facility. This review shall evaluate the technical adequacy of the contractor's preliminary proposed build configuration, and ensure that it meets the requirements of the Functional Baseline, including review of the preliminary production documentation, Program Objectives and Milestone Schedule (POAMS), and risk mitigation plans for all Configuration Items.

3.9.2 Final Requirements Review

Prior to commencing assembly of the First Article Units, a Final Requirements Review shall be conducted at the contractor's facility. This review shall evaluate the contractor's final proposed build configuration and ensure that it meets the requirements of the Functional Baseline documentation. The review shall also include review of any changes in configuration since the Preliminary Requirements Review, and include quality control procedures, in-process tests and inspection procedures, critical manufacturing processes, plant acceptance test procedures and production plans.

3.9.3 Production Program Reviews

Production Program Reviews are to include programmatic, technical and cost issues and will be held as required by the government. The location of the Program Reviews will alternate between the contractor's facility and the NUWC Division Newport facilities in Newport, RI. The first Program Review shall take place at the contractor's facility within 90 days of authorization to commence production.

3.10 Integrated Logistics Support

3.10.1 Technical Repair Standards

The contractor shall develop Technical Repair Standards (TRS). Technical Repair Standards shall be delivered in accordance with CDRL A016. The TRS shall be delivered within 90 days of first production delivery. The TRS shall be delivered in hardcopy format and in MSWord format (floppy disk or CD).

3.11 Production Progress Reports

The contractor shall deliver Production Progress Reports prepared in the format shown in DD Form 375, Exhibit C (GFI). Progress Reports shall be delivered in accordance with CDRL A020.

3.12 Conferences

The contractor shall arrange conferences at the government's request, and document conference minutes and action items. The contractor shall provide Conference Minutes in accordance with CDRL A002.

4.0 SECURITY

The security level of this work is classified as CONFIDENTIAL.

5.0 ENVIRONMENTAL

The contractor shall be responsible for compliance with all local, state, and federal environmental regulations concerning hazardous materials and hazardous waste utilized and/or generated during the execution of this contract.

STATEMENT OF WORK
TR-302() Transducer Production

6.0 PACKAGING AND MARKING

The Transducers shall be packaged in accordance with MIL-STD-129N and marked in accordance with NAVSEA Drawing (53711-7335211), and MIL-STD-130K. The shipping containers shall meet the rough handling test requirements of MIL-STD-2073-1D. The units shall be cushioned to prevent movement and damage. Each Transducer and associated shipping container shall be marked with:

- Unit nomenclature,
- “M/F 2F COG STOCK
- ‘A’ CONDITION”,
- Contract number,
- Factory acceptance date,
- Serial number,
- Manufacturer’s CAGE code,
- National Stock Number (TBD)

The Transducer shipping container shall contain test data card, a certificate of conformance and shall have shipping weight marked.

7.0 DELIVERY See contract Section F:

**SOW APPENDIX A
CONFIGURATION MANAGEMENT REQUIREMENTS
FOR TR-302() TRANSDUCER**

1.0 SCOPE

1.1 PURPOSE

This Appendix establishes the requirements for the contractor's Configuration Management (CM) program in accordance with EIA-649.

2.0 REFERENCED DOCUMENTS

The following documents form a part of this appendix to the extent specified herein. In the event of any conflict or inconsistency between this document and the reference documents, this document shall take precedence.

2.1 MILITARY STANDARDS

ASME Y14.100M	Engineering Drawing Practices
ASME Y14.24M	Types and Applications of Engineering Drawings
ASME Y14.34M	Associated Lists
ASME Y14.35M	Revision of Engineering Drawings and Associated Documents
MIL-STD-130K	Identification Markings of U. S. Military Property

2.2 OTHER DOCUMENTS

EIA-649	National Consensus Standard for Configuration Management
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3.0 GENERAL REQUIREMENTS

The contractor shall provide and maintain a program for Configuration Management (CM) for the TR-302() Transducer in accordance with the guidance provided in EIA-649. The EIA-649 paragraphs cited herein include all subparagraphs including referenced appendices unless they are specifically deleted or tailored herein.

3.1 CONTRACTUAL ORGANIZATION

The contractor shall implement an internal CM system to ensure that the responsibilities for CM and the relationships with other program functional groups are defined and included in program management planning using EIA-649 as a guideline. The contractor's CM Program shall include the following:

- a. The contractor shall designate a primary and alternative representative to act as the contractor's point of contact for all matters pertaining to configuration management in this contract.
- b. The contractor's representative shall be present, or otherwise be available, to support the contractor's proposed Class I engineering changes and Requests for Waiver at the government Change Control Board meetings.
- c. CM shall be represented on other contractor boards which meet (such as "Material Review Board", etc.) and the degree of participation and authority on these boards shall be defined.
- d. The contractor's CM plans and procedures for configuration baseline identification, configuration control, configuration status accounting and configuration audits shall be defined in the contractor CM Plan.

3.1.1 Subcontractor Configuration Management Requirements

The contractor shall ensure that the requirements of this document are applied to subcontractors and suppliers, to the extent necessary to ensure that the configuration integrity of hardware meets the requirements of the SOW.

**SOW APPENDIX A
CONFIGURATION MANAGEMENT REQUIREMENTS
FOR TR-302() TRANSDUCER**

3.2 GOVERNMENT SURVEILLANCE OF CONTRACTOR CONFIGURATION MANAGEMENT

The NUWCDIVNPT program office and on-site government personnel (DCMC) shall be responsible for surveillance of the contractor's CM program to ensure compliance with contractual requirements. Surveillance will begin at the time of contract award. The contractor shall make available all documents implementing the contractor's CM program. The government will have access to the Contractor's internal information system used to control all engineering changes. The contractor shall provide subcontractor CM documents at the government's request.

4.0 CONFIGURATION REQUIREMENTS

4.1 CONFIGURATION IDENTIFICATION

Baselines applicable to this procurement are the Functional Baseline, the First Article Test Baseline and the Product Baseline. These and other elements of configuration identification are described in the following paragraphs.

4.1.1 Configuration Item

The Configuration Item (CI) for this contract is the TR-302() Transducer.

4.1.2 Functional Baseline

The Functional Baseline is established at contract award and consists of those documents identified in the Statement of Work and the documents referenced therein. Each configuration item shall be designed, constructed, and tested in accordance with the Functional Baseline and any authorized changes thereto, until the establishment of the Product Baseline for the CI.

4.1.3 First Article Test Baseline

After the Critical Design Review (CDR), and prior to the start of First Article Testing (FAT), a First Article Test Baseline shall be established by the contractor, to monitor and define the hardware configuration identification during testing and shall consist of the engineering documentation that defines each CI under test. The baseline shall be recorded in the First Article Baseline Report (CDRL A018). The First Article Baseline Report shall include the list of drawings and their revision letters that accurately define the First Article units under test.

4.1.4 Product Baseline

The Product Baseline shall consist of the engineering documentation, including inspection and acceptance test requirements that define the CI's identified in paragraph 4.1.1. The Product Baseline shall be established upon completion of the Functional and Physical Configuration Audits (FCA and PCA) and shall reflect the correction of configuration audit deficiencies. Each configuration item shall be built in accordance with the Product Baseline and authorized changes thereto. The Product Baseline drawings revision letters shall be in accordance with SOW Para 3.4.3.1.

4.1.5 Nomenclature, Serial Number Assignments and Identification Plates

The contractor shall provide requests for revisions to Nomenclature, serial number assignments, and identification plates.

**SOW APPENDIX A
CONFIGURATION MANAGEMENT REQUIREMENTS
FOR TR-302() TRANSDUCER**

4.2 CONFIGURATION CONTROL

The contractor shall evaluate, review and implement all government-approved changes to the approved product baseline, as defined in the SOW. All Engineering Changes, Deviations/Waivers, Specification Changes and Notices of Revision to the Product Baseline established under this contract shall be prepared in accordance with the Engineering Changes requirement of the SOW using EIA-649 as a guidance for classification.

4.2.1 Class I ECPs Major Deviations/Waivers

Class I ECPs, Major Deviations/Waivers are defined in EIA-649. The contractor shall prepare Class I ECPs, Deviations/Waivers in accordance with the Engineering Changes requirement of the SOW using EIA-649 as a guideline for classification. Prior to the preparation of Class I ECPs and Requests for Deviation (RFDs), the need for a change must be established by technical investigation and analysis by the contractor. The contractor shall prepare preliminary ECP and RFDs when the investigation has produced sufficient evidence to justify the need for an engineering change.

- a. The preceding does not preclude the contractor from voluntarily developing ECPs. The Procuring Contracting Officer (PCO) or his representative may require at any time in writing, the contractor to develop a Class I ECP within the scope of the contract.
- b. The contractor shall, upon request by the government, provide an estimate of the number and kind of man-days considered necessary to prepare a formal ECP.

4.2.2 Engineering Release

The contractor shall assure that all design releases are processed through the CM authority and that configuration identification, change control, and status accounting of engineering releases are accurately maintained to ensure compatibility, traceability, integrity, and control of configuration items.

4.2.3 Specification Change Notice (SCN)

Specification Change Notices (SCNs), when required, shall be prepared in the format specified by the SOW.

4.2.4 Class II ECPs/Minor Deviations/Waivers

Class II ECPs and Minor Deviations (RFD) are defined in EIA-649. The contractor shall submit copies of such changes in electronic format to the DCMC for concurrence in classification only at the contractor's Change Control Board or Material Review Board. Should the contractor proceed with the change prior to government concurrence in classification, they shall do so at their own risk.

4.3 CONFIGURATION STATUS ACCOUNTING (CSA)

The contractor shall implement a CSA system using EIA-649 as a guideline.

SOW APPENDIX A
CONFIGURATION MANAGEMENT REQUIREMENTS
FOR TR-302() TRANSDUCER

4.4 CONFIGURATION AUDITS

The contractor shall schedule and provide services for the government's conduct of Functional Configuration Audits (FCAs) and Physical Configuration Audits (PCAs) for the first article units using EIA-649 as a guideline at the times scheduled on the government-approved milestone schedule. The FCA/PCA shall be held at the contractor's manufacturing facility.

Additionally, configuration audits may be conducted:

- a. On the configuration change portion of a major engineering change when the modification to the equipment consists of a functional change to the product baseline.
- b. Following a major change in the manufacturing process.
- c. When the released engineering documentation does not fully and accurately reflect the configuration being produced.
- d. To verify the correction of major discrepancies identified in a previous PCA.

The contractor shall provide the facilities, personnel, and documentation to conduct the audit. The contractor shall prepare a data package (CDRL A001) with applicable data required for the audit. The contractor shall prepare an agenda and minutes for each audit (CDRL A002). The government-approved agenda shall include the audit schedule. The minutes shall document the audit findings and planned corrective actions for reported discrepancies.

4.4.1 Audit personnel

The audit team will consist of government personnel and contractor personnel. The audit team will be chaired by the PMS425 Configuration Manager or his designated representative.

The audit team chairman will have the authority to recommend acceptance or rejection of the equipment.

The contractor shall document (CDRL A002) and include in the audit minutes, reasons for rejection and disapproval by the audit team and the specific deficiencies shall be noted for further PMS425 review.

4.4.2 Functional Configuration Audit (FCA)

A Functional Configuration Audit (FCA) serves to verify that the system is compliant with the requirements of the CIPS. The functional audit shall be conducted using EIA-649 as a guideline. Prior to the beginning of the FCA the contractor shall provide to the government the First Article Test Baseline documentation (CDRL A018) which fully defines the CI to be audited, and as defined in paragraph 4.1.3 of this appendix. Upon resolution of all FCA problem areas, First Article Test Baseline documentation shall be updated to reflect all necessary changes.

4.4.3 Physical Configuration Audit

The hardware PCA shall verify that the first article test unit as-built hardware conforms fully to the First Article Test Baseline Report. The FCA shall have been successfully completed prior to the beginning of the PCA. All drawings and documentation that were "vaulted" prior to the beginning of the FCA shall be delivered to the government along with all other documentation that the government requests prior to PCA. The PCA shall be conducted using EIA-649 as a guideline. Once the PCA is completed and the government acceptance received, then the contractor shall be responsible to maintain the established Product Baseline for each CI that has passed PCA.

4.4.3.1 Change Moratorium

When the PCA is conducted, a moratorium on changes shall be imposed during the period of audit. All changes in the process of being incorporated into the hardware, and documentation shall be presented to the audit team as the listing of outstanding changes.

SOW APPENDIX A
CONFIGURATION MANAGEMENT REQUIREMENTS
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4.4.3.2 Audit Scope

The removal of circuit card assemblies, modules, and replaceable assemblies/parts is required to make visible all assemblies for audits. The PCA will include 100% review of all items identified as repair parts. Access to the equipment in various stages of assembly may be requested by the audit team.

4.4.3.3 Workmanship Discrepancies

In the event that the PCA should incidentally disclose a workmanship problem as opposed to a difference between hardware and baseline documentation, the problem shall be documented (CDRL A003) and referred to the Administrative Contracting Officer and Technical Design Agent for resolution.

4.4.3.4 Equipment Retest

The contractor shall conduct a government-approved retest (GFI) of the audited items after the discrepancies have been identified to ensure that no faults were induced during PCA process.

Production of units shall not commence until all differences between the baseline documentation identified in paragraph 4.1.4 above have been resolved and the resolution approved by the government.

4.4.3.5 PCA Completion

PCA findings will be released at the conclusion of the audit. Upon completion of the PCA, the contractor shall prepare and submit, as part of the audit report, the PCA Certification Package (CDRL A003). The PCA Certification Package shall contain all the discrepancies found during the PCA, changes required to the product baseline as a result of the audit and implementation status of all agreed to discrepancies affecting the as-built hardware and provide proof of incorporation. Such changes shall be appropriately flagged for ready identification, and the contractor shall certify that all such changes are flagged.

SOW APPENDIX B

DATA AND DOCUMENTATION AVAILABLE FOR REVIEW AND INSPECTION AT PHYSICAL CONFIGURATION AUDIT (PCA PACKAGE)

NOTE: This data documentation shall be provided to Physical Configuration Audit (PCA) Team Members or otherwise made readily available for review and inspection (CDRL A019) during on-site PCA. The requirements are stated in the context of audit of the data and documentation intended for configuration management of the production of the TR-302() Transducer as represented by the First Article sample and separate piece parts thereof.

APP. 1 Cover Sheet, Certification, and Table of Contents comprising: identification of the TR-302() Transducer by nomenclature and assigned serial numbers; listing and identification of major parts; manufacturer's certification of accuracy; and table of contents shall be included as front material in the PCA Package.

APP. 2 Drawings of the First Article Sample TR-302() Transducer including descriptions of design changes and reasons for each change shall be included in or attached to the PCA Package.

APP. 3 Configuration Accountability record describing the status of engineering drawing changes and list of materials shall be included in the PCA Package.

APP. 4 Inspection/Test Flow Chart which illustrates where in the production chain each inspection/test is performed and an accompanying list of inspection/test criteria and procedures shall be included in the PCA Package. The inspection and procedures documentation shall be available for review as requested during PCA.

APP. 5 Manufacturing Methods and Process Sheets which describe production procedures, processes, and fixtures used in production of the TR-302() Transducer shall be listed in the PCA Package. The manufacturing methods and process sheets documentation shall be made available for review as requested during PCA.

APP. 6 Incoming Inspection Control Procedures including the contractor's procurement specifications, list of vendors, and incoming inspection/test criteria and procedures shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

APP. 7 Test Procedures for production and production control inspection of the TR-302() Transducer shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

APP. 8 Test Methods sheets and Standards Selection Procedures describing the operation and calibration of test equipment used for production and production control tests shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

APP. 9 Nonstandard Parts and Parts Requiring Source Control shall be listed and described in the PCA Package. Documentation shall be made available for review as requested during PCA.

APP. 10 Work Sheets in sufficient quantity for recording the details of the PCA findings and planned corrective actions shall be included in the PCA Package.

**PRODUCTION
PROGRESS REPORT**

The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0250), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THIS ADDRESS. RETURN COMPLETED FORM AS SET FORTH IN THE CONTRACT.

1. REPORT PERIOD	2. CONTRACT ADMINISTRATION OFFICE AND ADDRESS (Include ZIP Code)	3. PURCHASING OFFICE AND ADDRESS (Include ZIP Code)
4. REPORT NUMBER		
NOTE: If final report, so indicate by placing "F" after Report No.	5. NAME AND ADDRESS OF CONTRACTOR (City, State, ZIP Code)	6. NAME AND ADDRESS OF PLANT (City, State, ZIP Code)
7. PII (Contract) NUMBER		

SECTION I - PRODUCTION DATA

CONTRACT LINE ITEM NUMBER a.	IDENTIFICATION		SCH	TOTAL CONTRACT QUANTITY d.	ACTUAL DELIVERY		DELIVERY FORECAST								BALANCE TO COMPLETE o.
	NSN AND NOMENCLATURE b.	PURCHASE REQUEST/ PRON/MIPR c.			REPORT PERIOD e.	CUMULA- TIVE f.	1ST g.	2ND h.	3RD i.	4TH j.	5TH k.	6TH l.	NEXT 3 m.	NEXT 3 n.	
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SECTION II - DELAY FACTORS (If none, X box) →

DATA (X applicable column)	YES	NO	DATA (X applicable column)	YES	NO	DATA (X applicable column)	YES	NO
1. DESIGN AND ENGINEERING PROBLEMS			6. MATERIAL			8. b. REJECTED		
2. SPECIFICATIONS			a. REQUESTED LATE			c. APPROVED LATE		
a. SUBMITTED LATE			b. PROCURED/SUPPLIED LATE			9. FINANCIAL DIFFICULTY		
b. INADEQUATE/DEFECTIVE			c. REJECTED			10. SUBCONTRACTOR FAILURE		
c. APPROVED LATE			7. PROPERTY			11. CONTRACT AMENDMENTS		
3. FACILITIES			a. ORDERED LATE			12. PRIORITY ACTIONS		
4. SPECIAL TOOLING AND TEST EQUIPMENT			b. SUPPLIED/PROCURED LATE			13. NATURAL DISASTER		
a. REQUESTED LATE			c. DEFECTIVE/REJECTED			14. STRIKE		
b. PROCURED/SUPPLIED LATE			8. PROTOTYPE MODEL			15. UNDETERMINED/OTHER		
5. PRODUCTION PROBLEMS			a. SUBMITTED LATE					
16. CONTRACTOR'S REPRESENTATIVE			17. GOVERNMENT REPRESENTATIVE					
a. TYPED NAME (Last, First, Middle Initial)		b. TITLE	a. TYPED NAME (Last, First, Middle Initial)		b. TITLE			
c. SIGNATURE		d. DATE SIGNED (YYYYMMDD)	c. SIGNATURE		d. DATE SIGNED (YYYYMMDD)			

INSTRUCTIONS FOR COMPLETING DD FORM 375*(Self-explanatory items are not discussed)*

1. The report, when required in the contract, is to be prepared by the contractor in accordance with the dates specified in the Production Progress Reporting clause. Reports will be mailed within two working days after the report period. Reports on exceptions to the contract delivery schedule shall reflect current status and projected deliveries and shall be submitted immediately upon knowledge of the pending or actual exception and dated accordingly.

2. Classify in accordance with applicable DD Form 254.

3. DD Form 375C shall be used for remarks required.

HEADING

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REPORT NUMBER - Insert sequential report number as applicable to the contract.

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COLUMN c, PURCHASE REQUEST/PRON/MIPR - Insert the Purchase Request Number, Procurement Request Order Number, or the Military Interdepartmental Purchase Request Number if contained in the contract.

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COLUMN f, CUMULATIVE - Insert on line C the cumulative total of the item scheduled by the contract through the end of the report period. Insert on line D the cumulative total of the item actually delivered through the end of the report period.

COLUMN g, 1ST - Insert on line C the quantity of the item scheduled by the contract for the next report period following the period reported. Insert on line D the best estimate of the quantity of the item actually to be delivered the first period following the period reported.

COLUMN h THROUGH n - Insert on line C the quantity of the item scheduled for delivery under the contract during each of the succeeding report periods. Insert on line D the best estimate of actual deliveries to be made during each of the succeeding report periods.

COLUMN o, BALANCE TO COMPLETE - Insert on line C the balance of the contract quantity not shown in columns f through n. Insert on line D the balance of actual deliveries of the contract quantity not shown in columns f through n. The quantities in columns f through o on both line C and line D should each equal the quantity shown in the d column for the item.

SECTION II - DELAY FACTORS

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